

SCS Exclusive Wines International Terms and Conditions of Sale.

I. GENERAL

These Terms and Conditions of Sale apply to all export sales from Europe by SCS Exclusive Wines.

II. PRICES

- a. Prices in any SCS Exclusive Wines quotation are based upon the respective quantities quoted for shipment within sixty (60) days after the quotation, provided that a purchase order based on the quotation must be accepted by SCS Exclusive Wines within thirty (30) days after the date of the quotation. Any purchase order accepted at a later date may result in a change of price.
- b. Prices are invoiced on a unit price based in EURO.

III. SHIPPING TERMS

- a. Order shall be shipped Ex Works (EXW) from manufacturing facilities of winery or its third-party manufacturer in accordance with INCOTERMS 2012 of the International Chamber of Commerce. Purchaser shall pay all charges to ultimate destination.
- b. Shipping dates are approximate and are dependent on SCS Exclusive Wines acceptance of order and specified shipping dates, receipt of advanced cash payment in satisfactory by SCS Exclusive Wines.
- c. All risk of loss or damage to the products shall pass to purchaser at the point of shipment in accordance with Ex Works (EXW) shipping terms. Title to the products shall not pass to purchaser until SCS Exclusive Wines' receipt from purchaser the purchase price of the products.

IV. PAYMENT

- a. Terms of payment shall be as followed:
 - Cash in advance via wire transfer to
Account name: SCS Exclusive Wines
ABN AMRO BANK NV
Accountnr. 590838202
IBAN: NL77ABNA0590838202
BIC/SWIFT: ABNANL2A
- b. If purchaser fails to pay any amount when due, or if SCS Exclusive Wines believes in good faith that purchaser's ability to make payments may be impaired, SCS Exclusive Wines may suspend shipment of any order or remaining installment thereof until such payment is made, or may cancel the remaining installments thereof, and purchaser shall remain liable for any products already shipped or delivered. Purchaser agrees to submit such financial information from time to time as may be reasonably requested by SCS Exclusive Wines for the establishment and/or continuation of credit terms. If purchaser does not pay any amount due within the time periods set forth above, SCS Exclusive Wines reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due SCS Exclusive Wines is collected by, or attempted to be collected through a third party, SCS Exclusive Wines shall be entitled to recover all collection expenses, including, without limitation, attorney's fees.

V. TAXES

- a. No taxes are included in the price based on the assumption that the transaction involves exportation and/or resale by purchaser.
- b. Any taxes (including income, stamp, value added and turnover taxes), duties, fees, withholdings, charges, or assessments of any nature levied by any governmental authority in connection with this transaction, whether levied against purchaser, against SCS Exclusive Wines or its employees, or against any of SCS Exclusive Wines' subcontractors or their employees, or otherwise, shall be for purchaser's account and shall be paid directly by purchaser to the governmental authority concerned. If SCS Exclusive Wines is required by law or otherwise to pay any such amount and/or fines, penalties, or assessments in the first instance, or as a result of purchaser's failure to comply with any applicable laws or regulations governing the payment of such amounts by purchaser, the amount of any payments so made by SCS Exclusive Wines shall be immediately reimbursed by purchaser to SCS Exclusive Wines upon submission of SCS Exclusive Wines' invoices.

VI. LIMITATION OF LIABILITY

IN NO EVENT SHALL SCS EXCLUSIVE WINES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PRODUCTS OR ANY RELATED EQUIPMENT, SYSTEM OR FACILITY, OR ANY PROPERTY TO WHICH ANY PRODUCT IS AFFIXED, OR ANY INCONVENIENCE ARISING OUT OF THE SALE OF PRODUCTS OR SERVICES OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY.

SCS Exclusive Wines reserves the right to change these Terms and Conditions of Sale at any time without notice.

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